



County of San Bernardino

F A S

STANDARD CONTRACT

FOR COUNTY USE ONLY

<input checked="" type="checkbox"/> New <input type="checkbox"/> Change <input type="checkbox"/> Cancel	Vendor Code			SC	Dept. TRA	A	Contract Number	
County Department Public Works – Transportation				Dept. Orgn. TRA TRA		Contractor's License No.		
County Department Contract Representative Ken A. Miller – Director				Telephone 387-7906		Total Contract Amount \$82,542		
Contract Type <input type="checkbox"/> Revenue <input checked="" type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:								
If not encumbered or revenue contract type, provide reason:								
Commodity Code			Contract Start Date 6/10/03		Contract End Date 6/30/04		Original Amount	
Fund SVB		Dept. TRA	Organization TRA	Appr. 200	Obj/Rev Source 2445		GRC/PROJ/JOB No. Amount	
Fund		Dept.	Organization	Appr.	Obj/Rev Source		GRC/PROJ/JOB No. Amount	
Fund		Dept.	Organization	Appr.	Obj/Rev Source		GRC/PROJ/JOB No. Amount	
Project Name Freeway Study Team				Estimated Payment Total by Fiscal Year				
				FY 03/04	Amount \$82,542	I/D I	FY	Amount I/D

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and

Name

Wesley Gleason

hereinafter called Transportation Planner

Address

On file

Telephone

Federal ID No. or Social Security No.

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

WHEREAS, the COUNTY requires the services of TRANSPORTATION PLANNER for the creation of the High Desert Corridor (State Route 18) and

WHEREAS, TRANSPORTATION PLANNER has skills and knowledge necessary to provide such services to the COUNTY,

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NOW THEREFORE, the parties agree to the following:

1. Term of Agreement: The term of this Agreement shall be effective June 28, 2003 until June 30, 2004, unless earlier terminated pursuant to Paragraph Nine of this Agreement.
2. Duties of TRANSPORTATION PLANNER: Under general supervision of PROJECT MANAGER, TRANSPORTATION PLANNER will perform such duties as: research existing data; prepare environmental documents and reports; prepare cost estimates; prepare alternative studies; and perform related duties as assigned.
 - A. This work involves an intricate knowledge of the workings of the environmental approval process, including a strong understanding of local, State, and Federal rules and regulations, as well as judgment and calculations in accordance with current California Department of Transportation (Caltrans) policies, procedures and standards.
 - B. Duties of TRANSPORTATION PLANNER may include occasional field review of proposed corridor for State Route 18 in the high desert area.
3. Conditions of Employment: County shall provide office space and administrative support, as necessary, while performing the duties outlined herein.
4. Compensation:
 - A. TRANSPORTATION PLANNER shall be compensated at the rate of \$37.52 per hour, payable biweekly, on the same time reporting system and payroll schedule as for other County employees.
 - B. TRANSPORTATION PLANNER shall be paid for all County holidays as per other County employees in the Professional Unit.
 - C. TRANSPORTATION PLANNER shall not work in excess of forty hours per week without the express approval of the Director of Department of Public Works or his designee. Any hours worked in excess of forty hours per week shall be compensated at one- and-one-half times the hourly rate. TRANSPORTATION PLANNER shall receive leaves of absence only with the prior written approval of the PROJECT MANAGER.
 - D. Subject to approval of the appointing authority, TRANSPORTATION PLANNER shall be reimbursed for all reasonable expenses incurred in connection with the Conduct of County Business, including, but not limited to, travel, lodging, meals, and other related costs. TRANSPORTATION PLANNER shall keep appropriate records of expenses pursuant to this Agreement and submit records as required by the Auditor/Controller.

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- E. If the services to be performed under this Agreement require TRANSPORTATION PLANNER to drive a vehicle, TRANSPORTATION PLANNER must possess a valid California Driver's License at all times during the performance of this Agreement. In order for the TRANSPORTATION PLANNER to use any County-owned vehicle during the performance of this Agreement, TRANSPORTATION PLANNER agrees to allow County to obtain a Department of Motor Vehicles report of TRANSPORTATION PLANNER's driving record. If such report disclosed that TRANSPORTATION PLANNER has an unsafe driving record, in the opinion of the County Risk Manager, TRANSPORTATION PLANNER may be prohibited from using any County-owned vehicle.

Reimbursement for County use of privately owned vehicles will be at the rate of \$0.36 per mile. In order for TRANSPORTATION PLANNER to be able to use a private vehicle during the performance of this Agreement, TRANSPORTATION PLANNER shall be covered by vehicle liability insurance at least equal to the minimum requirements of the California Vehicle Code. Such requirements currently are:

(1) Fifteen Thousand Dollars (\$15,000) for single injury or death;

(2) Thirty Thousand Dollars (\$30,000) for multiple injury or death;

(3) Five Thousand Dollars (\$5,000) for property damage.

Failure to comply with the requirements of this Paragraph shall be deemed grounds for termination of this Agreement, pursuant to Paragraph 9.

5. Benefits: TRANSPORTATION PLANNER shall receive no benefits other than those expressly described in this Agreement.
6. Insurance: TRANSPORTATION PLANNER shall be covered by the County's Worker's Compensation Insurance only during the hours actually worked under this Agreement. TRANSPORTATION PLANNER shall be covered by the County's Public Liability Insurance only while performing the services under this Agreement.
7. Full Understanding: This Agreement represents the full and complete understanding of the parties and supersedes all prior oral and written Agreements or understandings between the parties.
8. Notices: Notice shall be deemed given under this Agreement when deposited in the United States Mail, first class, postage prepaid, addressed as follows:

TRANSPORTATION PLANNER:

Wesley Gleason
Department of Public Works
825 E. Third Street
San Bernardino, CA 92415-0835

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COUNTY:

Ken A. Miller, Director
County of San Bernardino
Department of Public Works
825 E. Third Street
San Bernardino, CA 92415-0835

9. Termination Conditions: This Agreement may be terminated without cause, by either party at any time upon fifteen (15) day written notice to the other party. The Director of Department of Public Works or his designee shall have full power and authority to terminate the Agreement under this paragraph.
10. Retirement: TRANSPORTATION PLANNER shall participate in County's Part-time/Seasonal/Temporary (PST) Deferred Compensation Plan in lieu of participation in any other retirement plan, program, or benefit. TRANSPORTATION PLANNER shall contribute 5% of the TRANSPORTATION PLANNER's gross earnings, and County shall contribute 2.5% of TRANSPORTATION PLANNER's gross earnings. TRANSPORTATION PLANNER's contributions to PST Deferred Compensation shall be automatically deducted from TRANSPORTATION PLANNER's earnings. Maximum total contributions shall be 7.5% of TRANSPORTATION PLANNER's maximum covered wages for Social Security purposes. TRANSPORTATION PLANNER shall enroll in the plan on forms approved by the Human Resources Division Chief - Employee Benefits/Transactions .
11. Conflict of Interest: No official or employee shall engage in any business or transaction or shall have a financial or other personal interest or association which is in conflict with the proper discharge of official duties or would tend to impair independence of judgment or action in the performance of official duties. Personal as distinguished from financial interests includes an interest arising from blood or marriage relationships or close business, personal, or political association. This section shall not serve to prohibit independent acts or other forms of enterprise during those hours not covered by active County employment providing such acts do not constitute a conflict of interest as defined herein. An employee is also subject to the provisions of California Government Code Sections 1090, 1126, 87100, and other applicable provisions of the Government Code and any conflict of interest Code applicable to County employment.
12. Pre-Employment Physical Exam: TRANSPORTATION PLANNER must successfully pass the County's Pre-Employment Physical Exam prior to commencing work under this Agreement.

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IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands.

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COUNTY OF SAN BERNARDINO

► _____
Dennis Hansberger, Chairman, Board of Supervisors

Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD
Clerk of the Board of Supervisors
of the County of San Bernardino.

By _____
Deputy

Wesley Gleason
(Print or type name of corporation, company, contractor, etc.)

By ► _____
(Authorized signature - sign in blue ink)

Name Wesley Gleason
(Print or type name of person signing contract)

Title Transportation Planner
(Print or Type)

Dated: _____

Address 825 East Third Street
San Bernardino, CA 92415-0835

Approved as to Legal Form
► _____
County Counsel
Date _____

Reviewed by Contract Compliance
► _____
Date _____

Presented to BOS for Signature
► _____
Department Head
Date _____